

## **FORMAL COMPLAINT ATTACHMENT**

**People's Energy (PE) is precluded under Title 83 from rendering a bill or demanding payment for any natural gas consumption at 2354 N. Elston Avenue, Apt. 3R (Account #3500027130256) occurring prior to February 8, 2001.**

Schaffer's letter dated February 8, 2002 (copy attached) includes the first actual bill for the charges that are the subject of this dispute. This "FINAL BILL," as you can see, is dated February 7, 2002, is issued through my former account (2354 N. Elston, Account #3500027130256), and references "Billing Period 05/01/00 to 04/30/01."

PE *may* assert that the appearance of various (and unexplained) transfer debits that appear on my December 2001 and February 2002 statements for Account #3500025592716, or its letter dated December 24, 2001 (attached), constitute "billing." Such an assertion would be false.

**TITLE 83: PUBLIC UTILITIES  
CHAPTER I: ILLINOIS COMMERCE COMMISSION  
SUBCHAPTER d: GAS UTILITIES  
PART 500: STANDARDS OF SERVICE FOR GAS UTILITIES  
SUBPART B: STANDARDS OF SERVICE**

**Section 500.330 Information to Customers**

Except as hereinafter set forth, bills rendered to customers for metered service shall clearly show at least the following:

The reading of the meter at the beginning and the date and the reading of the meter at the end of the period for which the bill is rendered, the number of days in the billing period, the volume of gas used, the equivalent number of therms and the conversion factor used (where charges are on a per-therm basis), the meter constant if applicable, the type of service rendered, a complete description of the rate classification under which the customer receives service, and the type of reading which was taken;

The total amount of the bill and those portions that make it up, listed vertically for easy readability: the monthly customer charge or portion thereof; the demand charges, if any; the cost of gas detailed by the number of therms used and the price per therm for each change in the unit price; the cost of gas adjustment; any other applicable adjustments (other charges not under categories of charges but relating to services, energy, or other programs provided to customers by the utility); state tax; municipal tax, if any;

The average use per day for the period over which the bill is rendered and for the comparable period one year earlier, and an indication of the difference in temperatures between the two periods. If such information is not available for a customer, the bill shall so state;

Definitions or explanations of any abbreviations and technical words used on the bill.

The above referenced portion of Title 83 sets forth requirements for the rendering of a bill. Virtually none of these requirements are met by unexplained transfer debits or PE's letter dated December 24, 2002, therefore there was no actual, proper billing until February 8, 2002.

I suspect that Mr. Schaffer's recent review of my situation revealed that PE failed to actually render a proper bill as required by Title 83. Otherwise, why issue the new, attached bill as opposed to simply referring me to the various transfer debits already appearing on my current account? Quite clearly, Mr. Schaffer realized that PE must send an actual bill for the alleged past due balance, and so he did, for the first time, on February 8, 2002.

As a matter of clearly defined law (the applicable portion of Title 83 follows), at most PE is entitled to seek payment for service from February 8, 2001 (one year prior to the actual date of billing) to April 30, 2001.

**TITLE 83: PUBLIC UTILITIES**

**CHAPTER I: ILLINOIS COMMERCE COMMISSION**

**SUBCHAPTER b: PROVISIONS APPLICABLE TO  
MORE THAN ONE KIND OF UTILITY**

**PART 280: PROCEDURES FOR GAS, ELECTRIC, WATER AND SANITARY SEWER UTILITIES  
GOVERNING ELIGIBILITY FOR SERVICE, DEPOSITS, PAYMENT PRACTICES AND DISCONTINUANCE  
OF SERVICE**

**Section 280.100 Unbilled Service**

A utility may render a bill for services or commodities provided to:

A residential customer only if such bill is presented within one year from the date the services or commodities were supplied, or a non-residential customer only if such bill is presented within two years from the date the services or commodities were supplied.

No customer shall be liable for unbilled or misbilled service after expiration of the applicable period except in those instances to which 83 Ill. Adm. Code 500.240(a), 83 Ill. Adm. Code 410.260(c), or the following subsections of this Section apply.

***Even if PE could somehow demonstrate that unexplained transfer debits constitute proper billing, it is still precluded under Title 83 from rendering a bill or demanding payment for any natural gas consumption at 2354 N. Elston Avenue, Apt. 3R (Account #3500027130256) occurring prior to December 11, 2000.***

My PE statement dated December 11, 2001 was the first to include the transfer balance of \$596.95 (without explanation), which Mr. Schaffer indicates covers the time period from December 2, 2000 to April 30, 2001. This same transfer balance also appeared on my statement dated January 10, 2002 (without explanation). My statement dated February 2002 indicates a transfer credit of \$596.95, but a transfer debit of \$870.62 (again, without explanation), which Schaffer now explain includes the \$596.95 for service from December 2, 2000 to April 30, 2001, as well as an additional \$273.67 for service (and an "activation charge") from May 1, 2000 to December 2, 2000.

Because the first transfer debit related to the balance that is the subject of this dispute appeared December 11, 2001, PE is precluded by law from billing me for any consumption alleged to have occurred before December 11, 2000. The \$273.67 in charges first appearing on my February 8, 2002 statement and alleged to have been incurred from May 1, 2000 to December 2, 2000, in addition to whatever portion of the \$596.95 first appearing December 11, 2001 that is attributable to the time period from December 2, 2001 to December 11, 2001, should be immediately credited as the statute of limitations had clearly lapsed.

**Other PE violations of Title 83 (also referenced in previous letter):**

Section 280.160(b) of Title 83 states that, "Where any dispute between a utility and an applicant, customer, or user cannot be resolved between the parties, each utility shall direct its personnel engaged in personal contact with the applicant, customer or user seeking such dispute resolution under the provisions of this Part, to inform him/her, if he or she expresses nonacceptance of the decision of such personnel, of his/her right to have the problem considered and acted upon by supervisory personnel of the utility. Each utility shall further direct such supervisory personnel to inform such an applicant, customer, or user who expresses nonacceptance of the decision of such supervisory personnel, of his/her right to have the decision reviewed by the Commission, and shall furnish him/her with the telephone number and address of the Consumer Assistance Section of the Illinois Commerce Commission."

1. My multiple requests to speak with a manager to discuss resolving this matter were refused.
2. Because I was never been permitted to speak with a manager, I was never notified of my right to appeal this decision to the Illinois Commerce Commission, nor was I furnished with any contact information for the Commission.

***Even if the ICC completely ignores all laws regulating the conduct of PE, the facts do not support PE's version of events relative to this dispute.***

Though likely irrelevant due to the fact that PE should lose this dispute as a matter of law, Schaffer's letter contains a number of factual errors and perplexing allegations, a very few of which are corrected below:

1. Paragraph 2: *"A bill was never issued in your name for 2354 N. Elston Ave. FLR 3 Rear because you had (sic) never applied for gas service (this was verified by your roommate Kristen L. Casteel on December 13, 2001)." Not true. Bills were issued in my name because I did apply for gas service. My wife, Kristen L. (Casteel) Davis did call PE on December 13, 2001 regarding the large, unexplained transfer balance that appeared on our December 2001 statement. At that time she was told that we allegedly never had an account at the N. Elston address, but she most certainly did not confirm that assertion as it is not accurate.*
2. Paragraph three: *"You also state that you were informed by a representative of Peoples Energy that you were paid up to date. This could not have happened..."* It could not have happened? An absurd statement, indeed. Of course it could have. And it did. I closed my previous account, was told that it was current, and opened a new account at my new address as all evidence suggests.
3. Paragraph three: *"In your inquiry to the Illinois Commerce Commission you indicate that in December of 2001 you have been told this was all due to a computer glitch. There was no glitch sir..."* Then why did PE's customer service

representative tell me, "It was a computer glitch?" It would certainly appear that the right hand does not know what the left hand is doing or saying at PE (or who is, or is not, being billed, for that matter).

4. Paragraph three: "... *why did you not call and inquire when the bills continued to be sent in the previous tenant's name up until December 2000...* " I did not call to report that the bills were in the previous tenant's name for one good reason -- the bills were not in the previous tenant's name, the bills were in my name. But a far better question is this -- even if the bills were in the previous tenant's name, if not me, who paid the bills for the months of May, June, July, August, September, October, and November 2000 that Schaffer admits PE sent to the N. Elston address? Of course, I paid those bills. And all bills thereafter.

My goal here is not to correct each and every mistake of fact or instance of flawed logic contained in Schaeffer's letter, but rather to highlight a few such instances for exemplary purposes.

### **SUMMATION**

1. PE is very clearly precluded under Title 83 from rendering a bill or demanding payment for any allegedly unpaid natural gas consumption at 2354 N. Elston Avenue, Apt. 3R (Account #3500027130256) occurring prior to February 8, 2001 because no bill was issued for the alleged unpaid balance until February 8, 2002.
2. *Even if* PE could somehow demonstrate that unexplained transfer debits constitute proper billing, it is still precluded under Title 83 from rendering a bill or demanding payment for any allegedly unpaid natural gas consumption at 2354 N. Elston Avenue, Apt. 3R (Account #3500027130256) occurring prior to December 11, 2000 because no transfer debit was issued for the alleged unpaid balance until December 11, 2001.
3. PE is guilty of multiple violations of Title 83 (in addition to attempting to bill for services more than one year past the date service was allegedly provided).
4. *Even if* the ICC *completely ignores* all provisions of Title 83, the facts do not support PE's version of events relative to this dispute.

Therefore, I respectfully request that the ICC rule that PE only be permitted to seek payment for services rendered at the N. Elston address from February 8, 2001 to April 30, 2001. I would then request that the ICC rule that PE is not entitled, as a matter of fact, to collect any alleged past due balance related to service provided at the N. Elston address.

# PEOPLES ENERGY

Peoples Gas  
North Shore Gas

February 8, 2002

Jesse A. Davis III  
534 W. Belmont Ave. FLR 3 # B  
Chicago, IL 60657-4674

Re: 2354 N. Elston Ave. FLR 3 Rear  
Account # 3500027130256

Dear Mr. Davis:

This letter is in response to your recent inquiry to the Illinois Commerce Commission concerning the above referenced address an account number.

After an extensive review of our records several contradictions are present that need to be addressed. In your inquiry you state that there had been some inconsistencies in the billing of the account at 2354 N. Elston Ave. FLR 3 Rear – with skipped months with no bill or two bills in one month. A bill was never issued in your name for 2354 N. Elston Ave. FLR 3 Rear because you had never applied for the gas service (this was verified by your roommate Kristen L. Casteel on December 13, 2001). If you have such a bill in **your name** with an issue date between May 1, 2000 and April 2001 please forward this to me for further review. What did transpire is that services had remained in the previous tenant's name.

You also state that you were informed by a representative of Peoples Energy that you were paid up to date. This could not have occurred because Peoples Energy did not learn of your occupancy until November 16, 2001 when a lease had been provided and (partial) corrections to our records were initiated. In your inquiry to the Illinois Commerce Commission you indicate that in December of 2001 you had been told this was all due to a computer glitch. There was no glitch sir – a (partial) billing correction had taken place and that's what you and Ms. Casteel were informed on December 13, 2001.

In your letter dated January 7, 2002 – under "statement of facts" – paragraph #2 – you state that you, upon occupancy, had immediately called to initiate service. My question is that if you had, why did you not call and inquire when the bills continued to be sent in the previous tenant's name up until December of 2000 when billing of the account ceased all together while the gas remained on?

In paragraph #3 – you state that each and every bill for 2354 N. Elston Ave FLR 3 Rear that you received was paid on time. Could you please forward copies of the receipts of the payments and or cancelled checks for further review also accompanied by the bills that you state were sent to you for service at 2354 N. Elston Ave. FLR 3 Rear for which these payments were intended for.

In paragraph #4 – you again claim (as also stated to the Illinois Commerce Commission) that in August of 2001 you had been informed that your account at 2354 N. Elston Ave. FLR 3 Rear was current. You could not have been informed of this because you had not been established as our customer until November 16, 2001 when (partial) corrections were performed upon the receipt of your former lease.

In paragraph #6 – as you mention the balance of \$596.95 was representing the time period of December 2, 2000 to April 30, 2001. It is for this reason that I have, in the past several paragraphs, have referred to the billing corrections for 2354 N. Elston Ave. FLR 3 Rear as “partial”. Per the lease provided and your own admission you had been responsible for gas service at 2354 N. Elston Ave. FLR 3 Rear since May 1, 2000.

Therefore the true balance due from 2354 N. Elston Ave. FLR 3 Rear for services from May 1, 2000 to April 30, 2001 is \$854.38 for gas usage and an activation charge of \$16.24 to equal a total due in the amount of \$870.63 which has been transferred to your current account at 534 W. Belmont Ave. FLR 3 # B. The billing of the account in this manner gives you benefit of a combined rate as opposed to individual monthly rates had the account been billed month by month as you had requested originally in December of 2001.

With the closure of this inquiry collection activity will commence immediately. I will also be forwarding copies of our files supportive of my findings to the Illinois Commerce Commission for their own review. If you have any further questions pertaining to this particular inquiry or wish to make payment arrangements please contact me at (312) 240-7352, Monday-Friday, 7:a.m.-3:30p.m.

Sincerely,



Jeffrey C. Schaffer  
Special Services